

In re:  
Maurice Presbery  
Debtor

Case No. 22-11470-elf  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Oct 13, 2022

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 15, 2022:

Recip ID	Recipient Name and Address
db	+ Maurice Presbery, 5916 Ella Street, Philadelphia, PA 19120-2036

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: megan.harper@phila.gov	Oct 14 2022 00:26:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Oct 14 2022 00:26:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
cr	+ Email/PDF: rmscedi@recoverycorp.com	Oct 14 2022 00:38:02	Orion (Verizon), c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 3

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 15, 2022

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 13, 2022 at the address(es) listed below:

Name	Email Address
BRIAN CRAIG NICHOLAS	

District/off: 0313-2

User: admin

Page 2 of 2

Date Rcvd: Oct 13, 2022

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on behalf of Creditor Lakeview Loan Servicing LLC bnicholas@kmlawgroup.com bkgroup@kmlawgroup.com

DENISE ELIZABETH CARLON

on behalf of Creditor Lakeview Loan Servicing LLC bkgroup@kmlawgroup.com

GEORGETTE MILLER

on behalf of Debtor Maurice Presbery bky@dilworthlaw.com Miller.GeorgetteR93726@notify.bestcase.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

Certificate of Notice Page 3 of 6  
**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Maurice Presbery		CHAPTER 13
	Debtor(s)	
Lakeview Loan Servicing LLC		
	Movant	
vs.		NO. 22-11470 ELF
Maurice Presbery		
	Debtor(s)	
Chong Son Presbery		
	Co-Debtor	11 U.S.C. Section 362
Kenneth E. West		
	Trustee	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,490.52** which breaks down as follows;

Post-Petition Payments: July 2022 through September 2022 in the amount of \$496.84/month  
**Total Post-Petition Arrears \$1,490.52**

2. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$1,490.52**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$1,490.52** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due October 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$496.84 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 28, 2022

**/s/ Denise Carlon, Esquire**

Denise Carlon, Esquire  
Attorney for Movant

Date: 10/6/2022

/s/ Doris Mayberry, Esquire for \*  
Georgette Miller Esquire  
Attorney for Debtor(s)

Date: 10/11/2022

/s/ LeRoy W. Etheridge, Esquire for \*  
Kenneth E. West, Esquire  
Chapter 13 Trustee

*\*no objection to its terms, without  
prejudice to any of our rights and  
remedies.*

### **ORDER**

Approved by the Court this 13th day of October, 2022. However, the  
court retains discretion regarding entry of any further order.



\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank

